

**Supplemental Specification  
2005 Standard Specification Book**

**SECTION 00727**

**CONTROL OF WORK**

**Delete Section 00727 in its entirety and replace with the following:**

**PART 1      GENERAL**

**1.1      RELATED SECTIONS**

- A.      Section 00555: Prosecution and Progress
- B.      Section 00725: Scope of Work
- C.      Section 01282: Payment
- D.      Section 01721: Survey

**1.2      REFERENCES**

- A.      Utah Code Title 63, Chapter 56 – Utah Procurement Code
- B.      Utah Regulations for Legal & Permitted Vehicles

**1.3      AUTHORITY AND DUTIES OF THE ENGINEER**

- A.      The Engineer decides all questions regarding the quantity, quality and acceptability of materials furnished and work performed, work progress, contract interpretation, project final acceptance, and acceptable contract completion.
- B.      The Engineer has the authority to suspend the work, wholly or in part, by written order without liability to the Department if the Contractor does not:
  - 1.      Correct conditions unsafe for the project personnel or the public, or
  - 2.      Perform work properly or comply with contract provisions, or
  - 3.      Comply with the Engineer's orders
- C.      The Engineer can suspend work wholly or partially for:
  - 1.      Periods of unsuitable weather, or

2. Conditions unsuitable for the prosecution of the work, or
3. Any other condition or reason determined to be in the Department's interest

#### **1.4 PLANS AND WORKING DRAWINGS**

- A. Keep at least one complete set of plans, specifications, and standard drawings on the project site at all times.
- B. Furnish to the Department structure plans with working drawings that detail required work not included in the contract plans.
- C. Include the cost of furnishing all working drawings in the related contract bid items.

#### **1.5 CONFORMANCE WITH PLANS AND SPECIFICATIONS**

- A. Perform work and furnish materials to meet contract requirements.
- B. When a contract item does not meet contract requirements but is adequate to serve the design purpose, the Engineer decides the extent to which the work will be accepted and remain in place. The Engineer documents the basis of acceptance and adjusts the contract unit price.
- C. The Department uses the specified pay adjustment factors for payment when the contract provides for acceptance of a contract item not complying fully with the minimum requirements.
- D. Remove, replace, or correct work at no cost to the Department when a contract item does not meet specified requirements and results in work inadequate to serve the design purpose.

#### **1.6 COORDINATING PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS**

- A. All supplementary documents are essential parts of the contract and a requirement occurring in one is binding as though occurring in all. Supplementary documents are complementary and provide and describe the complete contract.

- B. The governing ranking in case of a discrepancy is:

<b>Dimensions</b>	<b>Information</b>
1. Plan	1. Special Provisions
2. Calculated	2. Plans
3. Scaled	3. Supplemental Specifications
	4. Measurement and Payment
	5. Standard Specifications
	6. Standard Drawings

- C. Do not take advantage of any apparent error or omission in the contract.
- D. Notify the Engineer promptly of any omissions or errors in the contract so that necessary corrections and interpretations can be made.

## **1.7 CONTRACTOR COOPERATION**

- A. Facilitate progress of the work and cooperate with Department inspectors and other contractors.
- B. Employ a competent superintendent experienced with the work being performed and capable of reading and understanding the contract documents.
1. The superintendent must have completed the Department's Partnering Training or be registered for and attend the next available training session.
- C. The superintendent must be:
1. Present at the project site at all times that work is being performed.
  2. Authorized to act as an agent for the Contractor and execute instructions and directions from the Engineer or authorized representatives.
- D. Supply all necessary resources to complete the contract regardless of the amount of work sublet.

## **1.8 COOPERATION WITH UTILITIES**

- A. Relocate or adjust utilities when specified.
1. Use work procedures that consider the potential of inaccurate or inexact utility locations provided by utility owners, especially for underground installations.
  2. Cooperate with the utility owners to remove and rearrange underground or overhead utilities to avoid service interruption or duplicate work by the utility owner.
- B. Cooperate with the utility owners to adjust utility fixtures and appurtenances shown in the contract plans.

- C. Use work procedures that protect utilities or appurtenances that remain in place during construction.
- D. The Department notifies utility companies, pipeline owners, or other utility agencies affected by the work to verify that all utility adjustments, within or adjacent to the construction limits, are made as soon as possible.
- E. Notify the appropriate utility authorities of any service interruption resulting from breakage within the construction limits.
  - 1. Cooperate with authorities until service is restored.
  - 2. Work around fire hydrants only after obtaining approval by the local fire authority and then only after making provisions for continued service.
- F. Repair damages to utilities that result from carelessness or omission. Restore damaged facilities to the preexisting condition at no additional cost to the Department.
- G. When directed by Engineer, adjust or relocate utility facilities or appurtenances found but not noted in contract documents.

## **1.9 COOPERATION BETWEEN CONTRACTORS**

- A. The Department reserves the right to contract for and perform other or additional work on or near the work covered by the contract.
- B. Cooperate with other contractors working within the project limits. Conduct work without interrupting or inhibiting the progress or completion of work by other contractors.
- C. Each Contractor involved accepts all liability, financial or otherwise, in connection with the contract.
- D. Each Contractor protects and holds the Department harmless from any damages or claims caused by inconvenience, delay, or loss from the presence and work of other contractors working within the same project limits.
- E. Coordinate and sequence the work with other contractors. Arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project.

## **1.10 DEPARTMENT-PROVIDED CONTROL POINTS AND ELEVATION BENCH MARKS**

- A. The Department provides control points and elevation benchmarks.

- B. Replace disturbed control points and elevation benchmarks at no expense to the Department.

#### **1.11 CONSTRUCTION SURVEY**

- A. Perform the Construction Surveying necessary to properly control the entire work. Refer to Section 01721.

#### **1.12 DUTIES OF INSPECTOR**

- A. Department inspectors are authorized to inspect all work and materials furnished.
  - 1. Inspection may extend to the preparation, fabrication, or manufacture of the materials to be used.
  - 2. Inspectors are not authorized to alter or waive the contract provisions, issue instructions contrary to the contract, or act as foreman for the Contractor.
  - 3. Inspectors may reject work or materials until any issue in question can be referred to and decided by the Engineer.

#### **1.13 INSPECTION OF WORK**

- A. Provide information, assistance, and safe access to the Engineer for all parts of the work to obtain a complete and detailed inspection.
- B. Remove and replace work performed or materials used without inspection by an authorized Department representative at Contractor expense, if ordered by the Engineer.
  - 1. Remove and uncover portions of finished work as directed.
  - 2. Once inspected, restore work to contract requirements.
    - a. The Department pays for the additional cost to uncover, remove, and replace or make good the parts removed as extra work, if the uncovered work is found acceptable.
    - b. The Department does not pay for additional costs to uncover, remove, and replace the covering, or make good the parts removed, if the work is found unacceptable.
- C. If the Engineer fails to reject defective work or materials whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the Department to final acceptance.
  - 1. The Department is not responsible for losses suffered due to necessary removals or repairs of such defects.

- D. When a government agency, utility, or railroad company will accept or pay a portion of the contract cost, that organization's representatives may inspect the work. The right to inspect does not make that entity a party to the contract and does not interfere with the rights of parties to the contract.

#### **1.14 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

- A. Remove and replace any unacceptable work before final acceptance.
  - 1. Work is considered unacceptable if it does not meet the contract requirements unless accepted under this section, article 1.5.
- B. Work performed contrary to Engineer's instructions, work beyond plan limits, or extra work performed without the Engineer's permission is excluded from pay consideration and may be ordered removed, restored, or replaced at the Contractor's expense.

#### **1.15 LOAD RESTRICTIONS**

- A. Observe legal load restrictions when hauling equipment or materials on public roads beyond project limits.
  - 1. A special permit does not relieve the Contractor of liability for damage.
  - 2. Refer to the "Utah Regulations for Legal & Permitted Vehicles."
- B. Do not apply weight restrictions to equipment or materials hauled over subgrade.
- C. Do not exceed legal gross weight limits on any public roads, structures, or on any component of the pavement structure excluding granular borrow.
- D. Suspend construction operations when load restriction violations are observed until the Engineer approves acceptable corrective measures.
- E. When public roads are used to haul any type of excavation, borrow, backfill, base, or surfacing material, the Engineer contacts the appropriate law enforcement agency if overweight load violations are suspected.
- F. For materials imported to the job site such as asphalt, cement, concrete, steel, etc.:
  - 1. Provide the Engineer with invoices showing the gross load weights.
  - 2. The Department withholds payment for material used in the project if invoices are not provided.
  - 3. The Engineer notifies the appropriate enforcement agency if it is suspected that legal gross load limits are exceeded.

## **1.16 MAINTAINING THE WORK DURING CONSTRUCTION**

- A. Maintain all work included in the contract during construction until final acceptance.
  - 1. Maintain traffic detour routes and project travel ways in accordance with the Traffic Control Plan.
- B. The Engineer immediately notifies the Contractor of failure to meet these provisions.
  - 1. The Engineer maintains the project if unsatisfactory maintenance is not remedied within 24 hours after receiving notice.
  - 2. The Department deducts the entire cost to maintain the work from the money due or to become due the Contractor.
- C. Include in the bid unit prices the cost of maintaining work during construction until final acceptance.

## **1.17 OPENING PROJECT SECTIONS TO TRAFFIC**

- A. The Engineer may order certain sections of work opened to traffic before completion or acceptance of the work.
- B. Opening a section of work does not constitute acceptance of the work or a waiver of any contract provisions.
- C. Maintain any section of roadway opened to traffic by order of the Engineer.
  - 1. When the ordered opening to traffic is not the result of Contractor fault or inactivity, Contractor is paid in accordance with Section 01282.
  - 2. The Department prepares a change order when the opening is not provided for in the contract. The Department does not compensate the Contractor if the order to open is the result of Contractor fault or inactivity.
- D. Engineer gives written notice establishing a time period for completing features of the work for which the Contractor is late.
  - 1. Engineer may order all or a portion of the project opened to traffic if the Contractor does not complete or make a reasonable effort to complete the late work.
  - 2. Assume liability and responsibility for maintaining the work and conduct the remaining construction operation with minimum interference to traffic without additional compensation.

## **1.18 FURNISHING RIGHT-OF-WAY**

- A. The Department secures all necessary right-of-way before construction, except as provided in the contract.

## **1.19 PROJECT ACCEPTANCE**

- A. Partial Acceptance
  - 1. The Contractor may request acceptance of a unit when:
    - a. A unit or portion of the project is substantially complete.
    - b. The unit or portion is considered or determined necessary for the convenience of traffic such as a structure, interchange, roadway section, intersection, substation, or portion of highway lighting or traffic signal systems.
  - 2. The Engineer may make written acceptance of a unit as complete if the unit has been completed according to the contract and relieve the Contractor of further responsibility for that unit.
  - 3. Partial acceptance neither voids nor alters any contract terms.
- B. Substantial Completion
  - 1. Request inspection and verification by the Engineer when the project is substantially complete.
    - a. The Engineer performs an inspection and identifies any necessary corrective work and work necessary for physical completion.
    - b. The Engineer notifies the Contractor in writing and stops contract time when the project is found to be substantially complete.
    - c. Immediately comply with and execute instructions given by the Engineer if the inspection discloses any unsatisfactory work.
    - d. Execute all work necessary for physical completion within 30 calendar days of the substantial completion date in accordance with Section 00555.
- C. Final Acceptance
  - 1. Request inspection and verification by the Engineer when the project is physically complete.
    - a. The Engineer performs the final inspection and identifies any necessary corrective work.
    - b. Immediately comply with and execute instructions given by the Engineer if the inspection discloses any unsatisfactory work.
    - c. The Engineer notifies the Contractor in writing of the date of final acceptance when the project is determined to be physically complete and identifies any documents required to complete the contract.



- d. Furnish all documentation identified by the Engineer to complete the contract within 30 days of notification of final acceptance in accordance with Section 00555.
- e. The Engineer notifies the Contractor in writing of the date of contract completion.

## **1.20 CLAIMS FOR ADDITIONAL COMPENSATION OR CONTRACT ADJUSTMENT**

- A. Notify the Engineer in writing of any intent to file a claim for additional compensation for work or material before beginning or continuing the affected work.
  - 1. Follow the notification requirements for differing site conditions, changes, and requests or claims for additional compensation under Section 00725.
  - 2. The Engineer responds as described for differing site conditions changes, and requests or claims for additional compensation under Section 00725.
- B. Work closely with the Engineer during notification, review, and evaluation to resolve the contract question and avoid further claims.
- C. The Contractor waives any claim for additional compensation if the Engineer is not notified or is not afforded proper facilities for strict accounting of actual costs.
  - 1. Notifying the Engineer and accounting of costs does not substantiate the claim's validity
  - 2. The contract will be adjusted only if the claim is found to have merit.
- D. Submit claim with enough detail to enable the Engineer to understand the basis for entitlement and the resulting costs. Include the following information with each claim submitted:
  - 1. A detailed statement providing all necessary dates, locations, and items of work affected by the claim.
  - 2. The date on which actions or conditions resulting in the claim occurred or became evident.
  - 3. Name, title, and activity of each Department employee knowledgeable about facts that are the basis of the claim.
  - 4. Name, title, and activity of each Contractor employee knowledgeable about facts that are the basis of the claim.
  - 5. The specific contract provisions that support the claim and a statement of why they support it.
  - 6. Identification of pertinent documents, and the substance of any relevant verbal communications relating to the claim.
  - 7. A statement whether the additional compensation or extension of time is based on contract provisions or an asserted breach of contract.
  - 8. For time extension or compensation for delay requests, include:
    - a. The specific days for which a time extension is requested.
    - b. The specific reasons a time extension should be granted.

- c. Documents and reports specified for determining compensation and contract time extension for excusable delays under Section 00555.
- 9. Exact amount and specifics of additional compensation sought and a breakdown of the cost into the following categories:
  - a. Direct labor
  - b. Direct materials
  - c. Direct equipment
    - 1) Do not exceed actual cost on rates claimed for each piece of equipment.
    - 2) In the absence of actual equipment cost, the rates for the equipment, when in use, cannot exceed the force account rates established by Section 01282.
  - d. Field indirect costs
  - e. Home office overhead
  - f. Subcontractor's claims
    - 1) Provide the same level of detail as specified in contract documents for any subcontractor's claims.
- 10. Certification: Submit a statement to the Engineer containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____	_____	_____
Name	Title	Company

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties.

Dated \_\_\_\_\_/s/\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

- E. Failure to either submit information and details as described in this section for any claim, or failure to submit any claim before the date of final acceptance, constitutes a waiver of the claim.

## 1.21 RECORD KEEPING FOR CLAIMS

- A. Maintain complete records of all costs and additional time incurred for any alleged claim.

- B. Permit the Engineer access to those records and any other records as required to determine the facts or contentions involved in the claim.
- C. Retain all records for a period of not less than three years after final acceptance.

## **1.22 AUDITING OF CLAIMS**

- A. All claims filed against the Department are subject to audit at any time following filing the claim.
- B. The Department or an auditor under contract with the Department may conduct the audit. The audit may begin at any time during the life of the contract, or 20 calendar days after notice is provided to the Contractor, the subcontractors, or the Contractor's agents if more than 60 calendar days after the final acceptance date of the contract have elapsed.
- C. Provide adequate facilities acceptable to the Engineer for the audit during normal business hours. Cooperate with the auditors.
- D. Failure of the Contractor, subcontractors, or agents to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors, or agents constitutes a waiver of the claim and bars any recovery.
- E. As a minimum, make the following documents available to auditors:
  - 1. Daily time sheets and supervisor's daily reports
  - 2. Union agreements, if any
  - 3. Insurance, welfare, and benefits records
  - 4. Payroll registers
  - 5. Earnings records
  - 6. Payroll tax forms
  - 7. Material invoices, purchase orders, requisitions, and all material and supply acquisition contracts
  - 8. Material cost distribution work sheet
  - 9. Equipment records including list of company equipment, rates, etc.
  - 10. Vendor rental agreements and subcontractor invoices
  - 11. Subcontractor payment certificates
  - 12. Canceled checks (payroll and vendors)
  - 13. Job cost report
  - 14. Job payroll ledger
  - 15. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertaining to entries made in these ledgers and journals
  - 16. Cash disbursements journal
  - 17. Depreciation records on all company equipment used in performance of the work

18. All other documents used to develop costs for the Contractor's internal purposes to establish the actual cost of owning and operating equipment used in performance of the work
  19. All documents related to preparing the Contractor's bid, including final documents on which the bid was based - Exclude documents placed in escrow
  20. All documents that relate to each and every claim together with all documents that support the amount of damages as to each claim
  21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, all documents that establish the time periods, individuals involved, and the hours and rates for the individuals
- F. Full compliance with the provisions of this article is a contractual condition precedent to the right to seek judicial relief.

### **1.23 HIGHER LEVEL REVIEW OF CLAIMS**

- A. Provide written notification to the Engineer within 10 calendar days of the Engineer's denial of a claim requesting a higher-level review, when not accepting the Engineer's denial action.
- B. Failure to submit a request within this 10-day time frame is considered acceptance of the Engineer's denial action.

### **1.24 CLAIMS REVIEW BOARD**

- A. Pursue administrative resolution of any claim with the Engineer or the designee of the Engineer.
- B. If no agreement is reached, at the Contractor's written request to the Engineer, the Director for Construction and Materials schedules a hearing before the Department Claims Review Board when deemed to be in the best interest of both the Contractor and the Department.
  1. The claim may be presented informally, with or without legal counsel.
    - a. Notify the Department at least 10 calendar days before the hearing when using legal counsel.
- C. The Board makes recommendations and outlines their reasoning to the UDOT Deputy Director within 30 calendar days after the claim hearing.
- D. The UDOT Deputy Director makes an offer of settlement within 45 calendar days after the claim hearing.

- E. The decision of the UDOT Deputy Director is administratively final.
- F. The Contractor has the option of rejecting and appealing the Department's decision to the State Procurement Appeals Board in accordance with Utah Code Title 63, Chapter 56 – Utah Procurement Code.

<b>PART 2</b>	<b>PRODUCTS</b>	<b>Not used</b>
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<b>PART 3</b>	<b>EXECUTION</b>	<b>Not used</b>
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END OF SECTION